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8 Attorneys for Defendant,  
9 PIONEER CREDIT RECOVERY, INC.,

10 UNITED STATES DISTRICT COURT  
11 EASTERN DISTRICT OF CALIFORNIA

12 SACRAMENTO DIVISION

13 ALBRA MCCLAIN, an individual, ) Case No. 2:20-cv-00581 JAM KJN  
14 Plaintiff, )  
15 vs. ) **STIPULATION FOR PROTECTIVE  
16 PIONEER CREDIT RECOVERY, INC., a ) ORDER AND (PROPOSED) ORDER  
corporation; and DOES 1 through 10, inclusive, )  
Defendant. )**

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17 Subject to the approval of the Court, Plaintiff Albra McClain and Defendant Pioneer Credit  
18 Recovery (“PCR”) stipulate to the following Protective Order pursuant to Local Rule 141(b)(1) and (c).

19 The Court, being advised in the premises, finds there is a potentially significant number of  
20 documents to be produced by PCR in this case containing the nonpublic personal information of  
21 Plaintiff and the confidential and proprietary information of PCR, such that document-by-document  
22 review of these materials will be impracticable if the case is to proceed in an orderly, timely, and  
23 efficient manner.

24 The Court further finds the Parties’ interests in protecting the non-public personal information  
25 of Plaintiff, as well as confidential and commercially sensitive information of PCR pertaining to  
26 Plaintiff’s account(s) from unnecessary disclosure, and the Parties’ desire and the benefit to the Court  
27 of an orderly and expeditious resolution of this matter on its merits, outweigh any societal interest in  
28 disclosure of such materials to non-parties. Thus, after due consideration by the Court and for good

1 cause shown, the Court finds that it is appropriate to expedite the flow of discovery material, promote  
2 the prompt resolution of disputes over confidentiality, and to facilitate the preservation of material  
3 arguably worthy of protection.

4 Accordingly, it is, **ORDERED and ADJUDGED as follows:**

5 1. “CONFIDENTIAL” Documents, Materials, and Information. This Order shall govern  
6 all documents produced by PCR and all written answers, deposition answers, other responses to  
7 discovery, and all communications of any kind made by Defendant PCR, its attorneys, consultants,  
8 agents, employees, and representatives; and other third parties. “CONFIDENTIAL” materials shall be  
9 the documents or information PCR designates under this Order and any notes, work papers, or other  
10 documents respectively containing “CONFIDENTIAL” materials derived from such items. PCR may  
11 identify any documents or information, including but not limited to discovery materials produced by  
12 other parties and initial disclosures, documents and things, answers to interrogatories, responses to  
13 requests for production, responses to requests for admission, deposition exhibits, and all or portions of  
14 deposition or hearing transcripts of others, as “CONFIDENTIAL” and designate the documents or  
15 information as such by affixing thereto a legend of “CONFIDENTIAL” or by designating through  
16 another method set forth in this Order or agreed to by the parties.

17 PCR may designate documents or information as “CONFIDENTIAL” to the extent PCR,  
18 through counsel, believes “good cause” under Federal Rule of Civil Procedure 26(c) exists to categorize  
19 the material as confidential because the material contains or includes: (1) confidential business or  
20 technical information; (2) trade secrets; (3) proprietary business methods or practices; (4) any other  
21 competitively sensitive confidential information; (5) personal information, including personal financial  
22 information about customers or applicants, any party to this lawsuit, or an employee of any party to this  
23 lawsuit; (6) information regarding any individual’s banking or lending relationships, including, without  
24 limitation, information regarding any individual’s mortgage or credit history and/or consumer  
25 information not otherwise available to the public; and (7) any other categories that are later agreed to  
26 in writing by the parties or ordered by the Court.

27 2. Designation of “CONFIDENTIAL” Material. PCR shall designate materials as  
28 “CONFIDENTIAL” by stamping them with the word “CONFIDENTIAL” in a manner which will not

1 interfere with their legibility. This designation shall only be used in a reasonable fashion and upon a  
2 good faith determination by counsel that a particular document contains non-public information and  
3 falls within one of the categories enumerated in Paragraph 1. This designation shall ordinarily be made  
4 before or at the same time as the production or disclosure of the material. Because materials described  
5 in Paragraph 1 shall be covered by this Order, there shall be no waiver of confidentiality if such  
6 materials are inadvertently produced without being stamped "CONFIDENTIAL." Materials already  
7 produced in discovery in this litigation may be designated as "CONFIDENTIAL" upon written notice  
8 (without stamping), within fourteen (14) days of the entry of this Order, by PCR to all counsel of record  
9 to whom such documents have been produced by notifying the other party of the identity of the  
10 documents or information to be so designated. PCR can remove at any time its designation of  
11 "CONFIDENTIAL" from any of the documents or information it previously so designated.

12       3.     Treatment of "CONFIDENTIAL" Information. Unless otherwise ordered by the Court,  
13 "CONFIDENTIAL" material, and any quotes, summaries, charts, or notes made therefrom, and any  
14 facts or information contained therein or derived therefrom, shall be held in confidence and used by the  
15 parties to whom the documents and information are produced solely for the purpose of this case. The  
16 parties agree to take reasonable steps to maintain the confidentiality of the documents, information, and  
17 testimony relating thereto. During the pendency of this litigation, "CONFIDENTIAL" material,  
18 including all copies thereof, shall be retained solely in the custody of the parties' attorneys and shall  
19 not be placed in the possession of or disclosed to any other person, except as set forth in this Order, as  
20 otherwise agreed upon by the parties, or upon leave of Court. Each person to whom  
21 "CONFIDENTIAL" material is disclosed pursuant to this Order is hereby prohibited from exploiting  
22 in any way such documents or information for his, her, or its own benefit, or from using such  
23 information for any purpose or in any manner not connected with the prosecution or defense of this  
24 case.

25       4.     "Disclosure." As used herein, "disclosure" or to "disclose" shall mean to divulge, reveal,  
26 describe, summarize, paraphrase, quote, transmit, or otherwise communicate "CONFIDENTIAL"  
27 material.

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1       5.     Permissible Disclosure of “CONFIDENTIAL” Material. Except by order of this Court,  
2 or otherwise as required by law, material designated as “CONFIDENTIAL” (and any notes or  
3 documents that reflect or refer to such documents and information) shall not be disclosed to any person  
4 other than:

- 5           (a) A party hereto;
- 6           (b) Counsel employed by a party, or an employee of such counsel, to whom it is necessary  
7              that the materials be shown or the information known for purposes of this case;
- 8           (c) Any employee or agent of a party to whom the “CONFIDENTIAL” materials are shown  
9              for the purpose of working directly on or testifying in connection with this litigation at the  
10             request of or at the direction of counsel for such party;
- 11           (d) A person retained to assist in this action, such as an investigator, independent accountant,  
12              or other technical expert or consultant, who has signed an acknowledgement in the form  
13              of Exhibit A, which signed acknowledgment shall be retained by the party who has  
14              retained such person;
- 15           (e) This Court (or its employees or agents) pursuant to a court filing in connection with this  
16              action;
- 17           (f) Any person(s) designated by the Court in the interest of justice, upon such terms as the  
18              Court may deem proper;
- 19           (g) Members of the jury at a public trial of this matter, subject to the requirements of Paragraph  
20              11 below; or
- 21           (h) A person who is deposed or who testifies at the hearing in this matter who has signed an  
22              acknowledgement in the form of Exhibit A hereto, which signed acknowledgment shall  
23              be retained by the party who has compelled such person to testify at a deposition or trial.  
24              If the witness refuses to sign such form, the party compelling such testimony shall  
25              immediately notify opposing counsel and permit them seven (7) days to seek redress with  
26              the Court.

27       6.     Review of Own “CONFIDENTIAL” Materials. The restrictions of this Order shall not  
28 apply to PCR, and its employees, attorneys, experts, or other authorized agents, when reviewing PCR’s

1 own “CONFIDENTIAL” materials.

2       7.     Deposition Transcripts. Deposition testimony and deposition exhibits containing  
3 “CONFIDENTIAL” material shall be covered by this Order. During a deposition taken in this matter,  
4 PCR, on the record, may designate as “CONFIDENTIAL” portions of the deposition testimony or  
5 deposition exhibits. Alternatively, PCR may, by written notice to opposing counsel and the court  
6 reporter not later than fourteen (14) business days after receipt of the final deposition transcript,  
7 designate as “CONFIDENTIAL” any portions of the PCR’s deposition testimony or deposition exhibits.  
8 Until expiration of the above fourteen (14) day period, all deposition transcripts of PCR will be treated  
9 as “CONFIDENTIAL” material unless otherwise agreed to in writing by the parties.

10     8.     Objections to “CONFIDENTIAL” Designations. To the extent that any party contests a  
11 designation under this Order, such party shall object to such designation in writing not later than  
12 fourteen (14) business days after receipt of materials designated as “CONFIDENTIAL.” The parties  
13 shall first try to resolve the disagreement in good faith on an informal basis, such as the production of  
14 redacted copies. If the parties are unable to reach an agreement regarding the designation, then the  
15 party objecting to such designation shall file an appropriate motion with the Court for a ruling that the  
16 documents or other information shall not be accorded such status and treatment. In the event that such  
17 a challenge is made, the party asserting the confidentiality designation shall have the burden of  
18 establishing good cause exists under Federal Rule of Civil Procedure 26(c) to maintain the designation.  
19 Until this Court enters an order changing the designation of such documents or information, such  
20 document or information shall continue to be protected as provided by this Order. Should the Court  
21 rule in favor of the party objecting to the confidentiality designation, the party asserting the designation  
22 shall produce a copy of the document(s) without the “CONFIDENTIAL” designation.

23     9.     Disclosing “CONFIDENTIAL” Material. If PCR wishes to disclose any  
24 “CONFIDENTIAL” material beyond the terms of Paragraphs 5-6 of this Order, PCR shall provide all  
25 other parties with reasonable notice in writing of the request to disclose the materials, unless otherwise  
26 required by law. If the parties cannot resolve their disagreement with respect to the disclosure of any  
27 designated information, then a party may petition the Court for a determination of these issues. In the  
28 event that such a challenge is made, the party asserting the confidentiality designation shall have the

1 burden of establishing that the designation is proper. Such “CONFIDENTIAL” material shall remain  
2 “CONFIDENTIAL” as stipulated by this Order until the Court rules on the party’s specific petition.

3       10.     Pleadings and Other Court Submissions. Each party agrees that when filing with Court  
4 any papers (including, without limitation, affidavits, memoranda, interrogatory answers, or depositions)  
5 that disclose directly or indirectly any “CONFIDENTIAL” material, such papers shall be filed under  
6 seal in accordance with the Court’s local rules and requirements for filing documents under seal.

7       If a party filing a non-dispositive motion seeks to file documents under seal, the filing party  
8 must show that good cause exists as defined by Federal Rule of Civil Procedure 26(c). If a party filing  
9 a dispositive motion seeks to file documents under seal, the filing party must show “compelling reasons  
10 supported by specific factual findings outweigh the general history of access and the public policies  
11 favoring disclosure.” *Pintos v. Pac. Creditors Ass’n*, 605 F.3d 665, 677-679 (9th Cir. 2010) (internal  
12 quotations and citations omitted).

13       The parties further recognize the possible need to use documents marked “CONFIDENTIAL”  
14 during the trial of this matter. However, the parties agree to take reasonable steps to protect the  
15 confidentiality of any trial exhibits so designated to include asking the Court to ensure that any such  
16 documents referred to or offered into evidence at trial are filed with the Court under seal.

17       11.     Document Retention. After the conclusion of this matter (including the expiration of all  
18 appeals), all originals and reproductions of the “CONFIDENTIAL” materials shall be returned to the  
19 producing party within thirty (30) days of such conclusion or be destroyed. Upon request, the party  
20 destroying said documents shall certify in writing to the producing party within ten (10) days of such  
21 request that destruction of the “CONFIDENTIAL” materials has taken place. Insofar as the provisions  
22 of this Order restrict the use of the documents produced hereunder, the Order shall continue to be  
23 binding throughout and after the conclusion of this case, including all appeals, except as set forth in  
24 Paragraph 13.

25       12.     Admissibility. Nothing in this Order shall be construed to limit any party from  
26 producing or introducing any document into evidence at public hearing. Subject to the Rules of  
27 Evidence, “CONFIDENTIAL” materials and other confidential information may be offered in evidence  
28 at trial or any court hearing. Any party may move the court for an Order that the evidence be received

1       in camera or under other conditions to prevent unnecessary disclosure of any “CONFIDENTIAL”  
2 material. The Court will then determine whether the proffered evidence should continue to be treated  
3 as “CONFIDENTIAL” and, if so, what protection, if any, may be afforded to such information at the  
4 trial or hearing.

5       13.     Scope of Discovery. Nothing in this Order shall preclude any party from opposing  
6 production of any documents or information, or from seeking further or different relief should future  
7 pretrial activities indicate such a need.

8       14.     Client Consultation. Nothing in this Order shall bar or otherwise restrict any attorney  
9 herein from rendering advice to his or her client with respect to this case or from doing anything  
10 necessary to prosecute or defend this case and further the interests of his client, provided, however, that  
11 the attorney shall not disclose any material designated for protection hereunder where such disclosure  
12 would be contrary to the terms of this Order.

13       15.     Discretion of the Court. Nothing in this Order shall apply to, bind, or limit the Court or  
14 its employees in the performance of their duties. Notwithstanding any foregoing suggestion to the  
15 contrary, the Court shall retain final and complete authority to re-designate any material previously  
16 designated as “CONFIDENTIAL” as a public document.

17       16.     Notice of Breach. It shall be the obligation of counsel, upon hearing of any breach or  
18 threatened breach of this Order by any person, promptly to notify counsel for the opposing and  
19 producing parties of such breach or threatened breach. The parties shall make every reasonable effort  
20 to mark all discovery containing “CONFIDENTIAL” materials, but the mistaken or inadvertent failure  
21 to mark the discovery material, where notice has otherwise been given that it contains  
22 “CONFIDENTIAL” materials, shall not exempt it from the provisions of this Order.

23       17.     Litigation Use Only. All “CONFIDENTIAL” materials produced in this litigation,  
24 whether by a party or nonparty, and whether pursuant to the civil rules of procedure, subpoena,  
25 agreement or otherwise, and all information contained therein or derived therefrom, shall be used solely  
26 for the preparation and trial of this action (including any appeals and retrials), and may not be used for  
27 any other purpose, including business, governmental or commercial, or any other administrative or  
28 judicial proceedings or actions.

1       18.     Subpoena by Other Court or Agencies. If another court or an administrative agency  
2 subpoenas or orders production of “CONFIDENTIAL” materials that a party obtained under the terms  
3 of this Order, the party receiving the subpoena shall promptly notify PCR of the pendency of such  
4 subpoena or order.

5       19.     Inadvertent Disclosure Protection. Review of the “CONFIDENTIAL” materials labeled  
6 “CONFIDENTIAL” by counsel, experts, or consultants in the litigation shall not waive the  
7 “CONFIDENTIAL” designation or any objections to production. “CONFIDENTIAL” materials  
8 inadvertently produced by any party or nonparty through discovery in this action without having been  
9 designated as “CONFIDENTIAL” shall be subject to the provisions of this Order to the same extent as  
10 if the inadvertent disclosure had not occurred so long as there is reasonable notice to the other party of  
11 the inadvertent disclosure. If PCR inadvertently discloses information that is privileged or otherwise  
12 immune from discovery, PCR shall promptly, upon discovery of such disclosure, so advise the receiving  
13 party in writing and request that the item or items of information be returned. No party to this action  
14 shall thereafter assert that such disclosure waived any privilege or immunity. It is further agreed that  
15 the receiving party will return such inadvertently produced item or items of information and all copies  
16 thereof to PCR within fourteen (14) business days of receiving a written request for the return of such  
17 item or items of information from PCR.

18       20.     Non-Parties. Non-parties who are required to produce “CONFIDENTIAL” material in  
19 response to a subpoena, and who in good faith believe that such material contains confidential  
20 information, may rely on this Order and apply it to their production.

21       21.     Responsibility of Attorneys. The attorneys of record are responsible for employing  
22 reasonable measures to control, consistent with this Order, the duplication of, access to, and distribution  
23 of copies of materials labeled “CONFIDENTIAL.” Parties shall not duplicate any such materials except  
24 for working copies and for filing in court under seal. The attorneys of record further are responsible  
25 for employing reasonable measures to control, consistent with this Order, the dissemination or  
26 revelation of confidential information.

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1           **IT IS SO STIPULATED.**

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3 Dated: January 15, 2021

**GOLDEN & CARDONA-LOYA, LLP**

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By: /s/ Jeremy S. Golden

Jeremy S. Golden  
Attorneys for Plaintiff  
ALBRA MCCLAIN

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Dated: January 15, 2021

**HINSHAW & CULBERTSON LLP**

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9

10

By: /s/ Dennis N. Lueck, Jr.

Dennis N. Lueck, Jr.  
Attorneys for Defendant  
PIONEER CREDIT RECOVERY, INC.

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## ORDER

The Court APPROVES the foregoing stipulation for protective order between Plaintiff Albra McClain and Defendant Pioneer Credit Recovery, Inc.

## IT IS SO ORDERED.

Dated: January 15, 2021

*Kendall J. Newman*  
KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE

1  
2                   **EXHIBIT A**  
3

4                   **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

5  
6                   I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or  
7 type full address], declare under penalty of perjury that I have read in its entirety and understand the  
8 Stipulation and Protective Order issued by the United States District Court for the Eastern District of  
9 California on [date] in the case of *Albra McClain v. Pioneer Credit Recovery, et al.* Case No. 2:20-cv-  
10 00581 JAM KJN. I agree to comply with and to be bound by all the terms of the Stipulation and  
11 Protective Order, and I understand and acknowledge that failure to so comply could expose me to  
12 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
13 manner any information or item that is subject to this Stipulated Protective Order to any person or entity  
14 except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction  
15 of the United States District Court for the Eastern District of California for the purpose of enforcing the  
16 terms of this Stipulation and Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and telephone number] as my California agent for  
19 service of process in connection with this action or any proceedings related to enforcement of this  
20 Stipulated Protective Order.  
21  
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23                   Date: \_\_\_\_\_  
24

25                   City and State where sworn and signed: \_\_\_\_\_  
26

27                   Printed Name: \_\_\_\_\_  
28

29                   Signature: \_\_\_\_\_  
30

## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on January 12, 2021, I served the foregoing by email to all counsel of record:

Jeremy S. Golden  
Golden & Cardona-Loya, LLP  
3130 Bonita Road, Suite 200B  
Chula Vista, CA 91910  
Tel: 619.476.0030  
[vito@goldencardona.com](mailto:vito@goldencardona.com)

## HINSHAW & CULBERTSON LLP

By: /s/ Dennis N. Lueck, Jr.  
DENNIS N. LUECK, JR.  
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